

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NORTH DAKOTA  
EASTERN DIVISION

Civil No. 3:22-CV-00093-PDW-ARS

Jessica Allen, individually and on behalf  
of the Heirs at Law of Lacey Higdem,

Plaintiff,  
 )

V.

**STIPULATION TO REFRAIN FROM  
ENFORCING INTEREST ON JUDGMENT**

Myles Brunelle, in his individual capacity; April Azure, in her individual capacity; Rolette County; Roy Cordy, MD; and Presentation Medical Center,

## Defendants.

\* \* \*

\* \* \*

\* \* \*

Plaintiff Jessica Allen, individually and on behalf of the Heirs at Law of Lacey Higdem (“Plaintiff”), and Myles Brunelle, in his individual capacity, April Azure, in her individual capacity, and Rolette County (collectively “County Defendants”) hereby stipulate and agree as follows:

1. On March 27, 2025, Plaintiff filed her notice of acceptance of County Defendants' Rule 68 Offer of Judgment, in which County Defendant offered \$2 million, inclusive of all attorneys' fees by Plaintiff and prejudgment interest accrued to the date of the offer, in exchange for Plaintiff's dismissal with prejudice of all claims against County Defendants in this case. (Doc. 138).
2. On April 21, 2025, the Clerk of Court entered Judgment on the Rule 68 Offer of Judgment which was accepted by Plaintiff. (Doc. 144).
3. County Defendants wish to satisfy the Judgment as soon as possible by paying Plaintiff the Judgment amount.

4. Plaintiff, through her counsel, has requested that County Defendants refrain from promptly paying her the Judgment amount, as she is currently in the process of establishing a proposal for equitable distribution of the monetary proceeds of the Judgment amount via a structured settlement, which will hold a portion of the Judgment amount for the benefit of the heirs at law of Lacey Higdem. Plaintiff has requested that County Defendants refrain from paying the Judgment amount until payment may be made directly to the entity which manages the structured settlement.
5. Interest is accruing on the Judgment amount and will continue to accrue until the Judgment is satisfied.
6. Plaintiff agrees that interest is accruing and will continue to accrue on the Judgment due to County Defendants' compliance with her request that the Judgment amount not be paid by County Defendants until the structured settlement has been established. As such, Plaintiff agrees not to enforce or seek to enforce payment of any post-judgment interest on the Judgment by County Defendants.

Dated this 22<sup>nd</sup> day of April, 2025.

**ROBINS KAPLAN LLP**

By: /s/ Andrew J. Noel  
Andrew J. Noel  
Marc E. Betinsky  
Julie Moroney  
Robins Kaplan LLP  
800 LaSalle Avenue  
Ste 2800  
Minneapolis, MN 55402  
[anoel@robinskaplan.com](mailto:anoel@robinskaplan.com)  
[mbetinsky@robinskaplan.com](mailto:mbetinsky@robinskaplan.com)  
[jmoroney@robinskaplan.com](mailto:jmoroney@robinskaplan.com)

Attorneys for Plaintiff, Jessica Allen, individually and on behalf of the Heirs at Law of Lacey Higdem.

Dated this 22<sup>nd</sup> day of April, 2025.

**BAKKE GRINOLDS WIEDERHOLT**

By: /s/ Grant T. Bakke

Randall J. Bakke (#03989)  
Shawn A. Grinolds (#05407)  
Grant T. Bakke (#09106)  
300 West Century Avenue  
P.O. Box 4247  
Bismarck, ND 58502-4247  
(701) 751-8188  
[rbakke@bgwattorneys.com](mailto:rbakke@bgwattorneys.com)  
[sgrinolds@bgwattorneys.com](mailto:sgrinolds@bgwattorneys.com)  
[gbakke@bgwattorneys.com](mailto:gbakke@bgwattorneys.com)

Attorneys for Defendants Myles Brunelle, in his individual capacity; April Azure, in her individual capacity; and Rolette County.

**CERTIFICATE OF SERVICE**

I hereby certify that on April 22, 2025, a true and correct copy of the foregoing **STIPULATION TO REFRAIN FROM ENFORCING INTEREST ON JUDGMENT** was filed electronically with the Clerk of Court through ECF and copies provided to the following:

Andrew J. Noel  
Marc E. Betinsky  
Julie Moroney  
Robins Kaplan LLP  
800 LaSalle Avenue  
Ste 2800  
Minneapolis, MN 55402  
[anoel@robinskaplan.com](mailto:anoel@robinskaplan.com)  
[mbetinsky@robinskaplan.com](mailto:mbetinsky@robinskaplan.com)  
[jmoroney@robinskaplan.com](mailto:jmoroney@robinskaplan.com)

Timothy Q. Purdon  
Robins Kaplan LLP  
1207 West Divide Avenue, Suite 200  
Bismarck, ND 58503  
[tpurdon@robinskaplan.com](mailto:tpurdon@robinskaplan.com)

Megan J. Flom  
Randall S. Hanson  
Camrud, Maddock, Olson & Larson, LTD  
PO Box 5849  
Grand Forks, ND 58206-5849  
mflom@camrudlaw.com  
rhanson@camrudlaw.com

By: /s/ Grant T. Bakke

GRANT T. BAKKE